

153 FERC 61,007
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

October 2, 2015

In Reply Refer To:
San Diego Gas & Electric
Company
Docket Nos. ER15-1970-000
ER15-2378-000

San Diego Gas & Electric Company
8330 Century Park Court, CP32D
San Diego, CA 92123

Attention: Jonathan J. Newlander, Esq.

Reference: System Impact Study Agreement

Dear Mr. Newlander:

1. On June 23, 2015, pursuant to section 205 of the Federal Power Act,¹ San Diego Gas & Electric Company (SDG&E) filed a system impact study agreement (SIS Agreement)² with Imperial Irrigation District (IID)³ (collectively, the Parties) regarding IID's proposal to construct a new transformer near the Imperial Valley Substation. The SIS Agreement reflects the Parties' agreement as to the terms and conditions governing SDG&E's performance of the system impact study. SDG&E also requested waiver of the Commission's prior notice requirement in order to permit an effective date of June 24, 2015.⁴

¹ 16 U.S.C. § 824d (2012).

² This Agreement was designated by SDG&E as Service Agreement No. 51 under SDG&E's FERC Electric Tariff, Volume No. 11 (TO Tariff).

³ IID co-owns the Southwest Power Link, including the Imperial Valley Substation, with SDG&E, who is the Southwest Power Link Operating Agent in California under a Participation Agreement between the Parties.

⁴ 18 C.F.R. § 35.3 (2015).

2. On July 28, 2015, Commission staff contacted SDG&E regarding a filing error SDG&E made in submitting the SIS Agreement in eTariff.⁵ Commission staff advised SDG&E to: (1) withdraw the incorrectly filed SIS Agreement in Docket No. ER15-1970-000; and (2) resubmit the filing under its TO Tariff.

3. On August 4, 2015, consistent with Commission staff's advice, SDG&E requested leave to withdraw the SIS Agreement. On the same day SDG&E requested leave to withdraw its original filing, it resubmitted the SIS Agreement in Docket No. ER15-2378-000, and requested the original effective date of June 24, 2015. SDG&E states that the withdrawal and resubmission were made for the sole purpose of correcting errors made in the eTariff filing process, and no changes to the SIS Agreement have been made since it was originally filed. As to the request for waiver of the prior notice requirement, SDG&E states that the Commission has determined that waiver will be granted as long as an agreement is not filed more than 30 days after service commences, which was the case with SDG&E's June 23 filing in Docket No. ER15-1970-000.

4. SDG&E explains that its TO Tariff does not include a standard form SIS Agreement, and this is one of the first fully executed study agreements with respect to a proposed transmission interconnection to SDG&E's system. SDG&E acknowledges that the Commission recognized that "transmission study contracts performed by public utilities are jurisdictional under the FPA, [but held that] they need to be filed only in the event of a customer-filed complaint."⁶ Nevertheless, SDG&E explains that in accordance with its TO Tariff, it is necessary to conduct a system impact study for the interconnection of IID's proposed project, even though there has been no complaint by IID regarding SDG&E's processing of its application for interconnection. SDG&E states that filing the SIS Agreement will promote transparency for other developers seeking to interconnect to SDG&E's transmission system.⁷

5. On August 19, 2015, IID filed an opposition to SDGE's withdrawal motion (IID's Answer). IID's Answer claims that there have been several delays since SDG&E first received IID's interconnection application in May 2014, and states that it is concerned SDG&E is using the withdrawal and resubmission of the SIS Agreement to delay the performance of the system impact study further.⁸ IID requests that the Commission:

⁵ SDG&E incorrectly placed the filing under its Market-Based Rates Tariff in eTariff instead of its TO Tariff.

⁶ SDG&E August 4 Filing at 2.

⁷ *Id.*

⁸ IID also argues that the timeline specified in the SIS Agreement differs from that described in the TO Tariff.

(1) condition the withdrawal on SDG&E's completion of the system impact study no later than the original 60-day period that would have commenced on June 24, 2015; (2) clarify whether SDG&E must file with the Commission the SIS and Facilities Study Agreements entered into with IID; and (3) direct SDG&E to follow language in SDG&E's TO Tariff requiring that the Participating TO use due diligence to complete a system impact study or a facilities study within a 60 calendar day period.⁹

6. On August 25, 2015, SDG&E filed an Answer to IID's Answer in Docket No. ER15-1970-000. SDG&E disputes IID's Answer, inasmuch as SDG&E's withdrawal and resubmission of the SIS Agreement will have no effect on the timetable for completing the system impact study, noting that SDG&E has requested the original effective date. SDG&E also states that in adherence to section 10.5 of its TO Tariff, all it is doing is estimating that this scope of work will take 60 business days to complete. SDG&E proceeds to note that IID's Answer fails to inform the Commission that IID has not yet provided SDG&E with the information necessary to conduct the study. SDG&E states that the need for this information was reflected in draft agreements provided to IID over a period of months before the execution of the SIS Agreement, and accordingly, it is inappropriate for IID to suggest that SDG&E has not met its obligations or is delaying the study process.¹⁰

7. Notice of SDG&E's filing in Docket No. ER15-1970-000 was published in the *Federal Register*, 80 Fed. Reg. 36,903 (2015), with interventions or protests due on or before July 14, 2015. IID filed a timely motion to intervene, but did not protest SDG&E's filing. On August 5, 2015, SDG&E filed a motion to withdraw and IID subsequently filed its Answer opposing SDG&E's motion. SDG&E filed a motion for leave to answer and an Answer in response to IID. Notice of SDG&E's filing in ER15-2378-000 was published in the *Federal Register*, 80 Fed. Reg. 48,088 (2015), with interventions or protests due on or before August 25, 2015. IID filed a timely motion to intervene, but again, did not protest SDG&E's filing.

8. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2015), the timely, unopposed motions to intervene serve to make the entity that filed them a party to the proceedings. Rule 213(a)(2) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.213(a)(2) (2015), prohibits an answer to a protest and/or answer unless otherwise ordered by the decisional authority. We will accept SDG&E's Answer because it has provided information that assisted us in our decision-making process.

⁹ IID Protest at 1-2.

¹⁰ SDG&E Answer at 3-4.

9. We grant SDG&E's request to withdraw the SIS Agreement in Docket No. ER15-1970-000, and accept for filing the SIS Agreement in Docket No. ER15-2378-000. The Commission understands that IID's main concern is that the system impact study not be delayed by SDG&E's withdrawal and resubmission of the SIS Agreement. The Commission finds that, because SDG&E withdrew its filing based on guidance from Commission staff, and has requested the original June 24, 2015 effective date for the re-filed SIS Agreement, SDG&E's withdrawal and resubmission was not done with the purpose to delay the system impact study.¹¹ As to IID's remaining two arguments regarding the necessity of filing SIS agreements and the conformity of such agreements to the SDG&E TO Tariff, the Commission finds that those arguments concern issues that are beyond the scope of SDG&E's request to withdraw its filing in Docket No. ER15-1970-000 and were not raised in Docket No. ER15-2378-000. Finally, the Commission agrees that good cause exists to grant waiver of its prior notice requirement to allow the SIS Agreement to be effective as of June 24, 2015. For these reasons, we grant SDG&E's requests as discussed herein.

By direction of the Commission.

Nathaniel J. Davis, Sr.,
Deputy Secretary.

¹¹ Cf. *Central Hudson Gas & Elec. Corp.*, 60 FERC ¶ 61,106, at n.10, *reh'g denied*, 61 FERC ¶ 61,089 (1992) (when a filing is amended in a good faith effort to cure a deficiency, and no party protests the proposed effective date, then the notice period can be measured from the initial filing date, instead of the subsequent filing date).